

REQUEST FOR LETTERS OF INTEREST AND STATEMENTS OF QUALIFICATIONS



CITY OF KIRKLAND For Architectural/Engineering Consultant Services

Job #31-11-PW

CONSOLIDATED FIRE STATION SITE ANALYSIS

Submittals due 4:00 pm PDT, September 14, 2011

The City of Kirkland is seeking an architect and engineer (A/E) team to provide professional services for the siting of a new fire station in the Finn Hill neighborhood of Kirkland.

The Program's goal is to undertake a site analysis for as many as five sites, including two existing sites and up to three additional as-yet-to-be-determined locations, and to conclude with a recommended site for the new station. One of the two existing sites is located at the west end of Finn Hill Junior High School (NE 132nd Street and 84th Avenue NE); the second existing site is located at the southwest corner of NE 138th Place and Juanita Drive NE. All site analyses shall consider fire and emergency medical response times, project costs, traffic impacts and mitigation costs, availability of property, and environmental and neighborhood impacts.

Program background and description

The plan to consolidate two existing fire stations in the Finn Hill neighborhood into a single fire station has been a long standing goal of King County Fire Protection District #41 (District 41). District 41 provided fire and emergency medical services to the unincorporated areas of King County that were north and west of Kirkland, and south of Kenmore, Bothell, and Woodinville. The overall area includes Finn Hill, North Juanita, and the portion of Kingsgate west of 124th Avenue NE. District 41 had contracted with the City of Kirkland Fire Department (KFD) to provide fire and emergency medical services from Fire Station 24, Fire Station 25, and Fire Station 27. The governance of services was transferred from District 41 to the City of Kirkland on June 1, 2011, with the annexation of Finn Hill, North Juanita, and Kingsgate into the City of Kirkland. The consolidation of the two fire stations will now proceed with Kirkland as the lead agency.

A new strategically located fire station is needed to provide continued timely fire and emergency medical response to the greatest number of residents and structures possible. The new station will consolidate services of Fire Station 24 and Fire Station 25 -- Station 24, located near 84th Ave NE and NE 141st Street, is staffed at night by reserve personnel for limited emergency medical responses and Station 25, located near NE 120th Street and 76th Place NE, was built almost 40 years ago and is too far south to meet the City's adopted levels of service for response times. The new fire station, when completed, will be a full-time, fully staffed, facility.

The National Fire Protection Association (NFPA) has developed target response times for fire calls based upon the need for firefighters to arrive at the scene of a fire prior to the point of "flash over" which occurs within the first eight minutes after a fire starts. The KFD has adopted a target response time of five and one-half minutes for fires after receiving a call from the dispatch center. A target response time of five minutes for emergency medical calls has been adopted by the KFD which is based on the need for firefighters/EMT's to arrive at the scene of a cardiac arrest prior to brain damage or death, which begins after a person has been deprived of oxygen between four and six minutes.

As early as 2004, District 41 began a process to locate a site to build a new fire station. Property owned by the Lake Washington School District and adjacent to Finn Hill Junior High School was considered early in the process. In recent years, a portion of Big Finn Hill Park has also been considered. District 41 began negotiations with King County on the use of a portion of Big Finn Hill Park and, as part of the feasibility analysis for that site, soils testing was conducted in February, 2011. However, because of the timing of the Fill Hill annexation by the City, a decision was made that final siting, design and construction of the new station would be postponed until after the June 1, 2011 annexation completion date.

Program Objectives

- Review comprehensive land use map.
- Identify city-owned facilities in the Finn Hill neighborhood.
- Identify other potential sites in the Finn Hill neighborhood.
- Prioritize city-owned facilities and parcels for evaluation.
- Prioritize two previously considered sites and other identified sites for evaluation.
- Develop cost/benefit analysis for up to a total of five sites.
- Determine impacts of site to response time.
- Determine impacts of site to traffic, environment, and neighborhood.
- Identify relevant conditional use permit issues.
- Identify relevant zoning and building code restraints.
- Identify relevant surface water issues.

Deliverables

- Site location drawing(s) of options.
- Conceptual site description and summary
- Conceptual site selection criteria.
- Conceptual site evaluation matrix.

Qualifications Submission Requirements

All submittals must be in accordance with the requirements set forth in this RFQ. Submittals should be 8-1/2" x 11" in format and shall not exceed ten (10) pages double-sided (one page is equal to one side of a sheet). The front cover, the back cover, and a maximum two-page cover letter, may be in addition to the ten (10) page limit. As a minimum the following information shall be submitted:

- An organizational chart and biography for your project team; including all sub-consultants.
- Your firm's identification of the critical elements for Fire Station siting and how your team would address those critical elements in the siting analysis.
- A proposed schedule for completing the work, including intermediate project stages leading to a final product.
- Specific examples of similar analysis for fire station projects in the last five years successfully completed by your team; references with current phone numbers and /or email addresses are required.
- Provide proof of insurance and licensure, and if selected will be required to obtain a City of Kirkland business license.
- Provide a minimum of five references.

Submittals:

Qualifications titled "**Architect/Engineer Services for City of Kirkland – Consolidated Fire Station Site Analysis**" shall be submitted as an email attachment in PDF or MS Word format to: purchasing@kirklandwa.gov.

Note that faxed proposals or proposals submitted as Zip files will not be accepted.

OR

One (1) unbound double sided original and four (4) CD's in PDF or MS Word format of the Statement of Qualifications must be mailed or delivered to:

City of Kirkland
Attn: Barry Scott, Purchasing Agent – 31-11-PW
123 5th Ave
Kirkland, WA 98033

Submittals must be received by 4:00 pm PDT on September 14, 2011.

The City is committed to reducing costs and facilitating quicker communication by using electronic means to convey information. Those interested in submitting a Statement of Qualifications are encouraged to provide contact information to Barry Scott, Purchasing Agent, at bscott@kirklandwa.gov. Providing contact information will allow the City to provide notification if an addendum to the RFQ is issued or the RFQ is cancelled. Those who choose not to provide contact information are solely responsible for checking the City's website for any issued addenda or a notice of cancellation.

Contact:

For additional information about this RFQ or any other aspect of the selection process or the project in general, please contact via email:

Name: Dave Snider, PE

E-Mail: dsnider@kirklandwa.gov

Absolutely no communication shall occur regarding this RFQ, including requests for information, or speculation between offeror's or any of their individual members and any City elected official or employee other than the name listed directly above. Failure to comply with this provision may result in offeror's proposal being removed from consideration

Offeror's shall submit questions no later than September 2, 2011 at 4:00 pm.

Right to Reject Submittals

The City reserves the right to reject any and all submittals at any time with no penalty or to waive immaterial defects and minor irregularities in any submittal.

Submittal Disposition

All material submitted in response to this RFQ shall become the property of the City upon delivery to the City's Purchasing Agent.

Project Contract

A sample Professional Services Agreement is attached. The Owner will not consider and/or negotiate changes to the form of the Agreement with the top-ranked A/E firm. Firms with significant concerns about the sample agreement should not submit on this RFQ.

Consultant Selection Criteria

Consultants will be selected based on the following criteria:

- Relevant, recent experience of consultant and consultant team in analyzing options for fire station sites;
- Experience providing services to public agencies;
- References from public agencies where similar work was performed
- Ability to perform work in a timely manner; and
- Quality of response to the RFQ;

Short List/Final Selection Procedures

After a review of all submittals by the Owner's Selection Committee, the three (3) highest ranked firms will be notified and invited to participate in a short list/final selection phase. It is intended that this final selection phase will include the following steps:

- Notification: Written notification of three top ranked firms.
- Discussion/Presentation:
A 60-minute discussion/question and answer period will be scheduled and conducted at Kirkland City Hall. The A/E firm will be given 20 minutes for presentation. The remaining time will be reserved by the City for questions.
- The Architect/Engineer team will need to illustrate the design and production strategy for this Project and identify what attributes and unique qualifications their firm offers Kirkland. An emphasis on measures and control methods used to assure quality, schedule, and budget conformance will be a key element to any discussion.
- Final Ranking:
After the tours and discussions are completed the Selection Committee will rank the firms interviewed. The qualifications proposal, tour and discussion/presentation will be weighted equally and scored as follows:

Responsiveness to the RFQ	10 points
Understanding of project scope and requirements	30 points
Previous experience in similar projects	20 points
Expertise of key personnel	20 points
Response from references/past projects	<u>20 points</u>
Total Maximum	100 points

- Negotiation/Scope Development:
The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and a fee proposal (to be broken down by phases).

If, after negotiation and consideration, the Owner is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top ranked firm and, at its sole discretion, may enter into negotiations with the second ranked firm and/or withhold the award for any reason and/or elect not to proceed with any of the proponents and/or re-solicit a new RFQ.

- Final Selection:
Once an agreement is reached with a preferred A/E firm, a Professional Services Agreement will be issued (see sample attached) for signatures and full execution.

End of RFQ

PROFESSIONAL SERVICES AGREEMENT

Job Name and Number

The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and _____, whose address is _____ (hereinafter the "consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment _____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.
- C. If the lowest bid received for the construction of the project exceeds the cost estimated by the Consultant by more than 5%, the City shall, at its sole discretion:
 - 1. Give written approval to proceed with the project at that amount
 - 2. Cooperate in revising the scope of the project to reduce construction costs, if necessary, and then give written authorization to rebid the project or
 - 3. Terminate the project

If the City chooses to rebid the project, the Consultant will modify all of the documents needed for the rebid without additional compensation from the City.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to Consultant in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Claims-made Coverage

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to,

_____.
Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Marilynne Beard,
Assistant City Manager

Date: _____

Date: _____